

**DISTRICT OF COLUMBIA, CHILD AND FAMILY SERVICES AGENCY (CFSA)  
SOLICITATION, OFFER, AND AWARD**

**SECTION A**

1. ISSUED BY/ADDRESS OFFER TO:  District of Columbia Child and Family Services Agency (CFSA) Office of Contracts and Procurement 955 D Street S.W. Suite 5200 L'Enfant Plaza North Washington, D.C. 20024		2. PAGE OF PAGES: 1 OF 54
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: <b>CFSA-R-04-0013</b>
		5. DATE ISSUED:
		6. OPENING/CLOSING TIME: August 20, 2004 – September 20, 2004
7. TYPE OF SOLICITATION: [ ] SEALED BID [x] NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"		

**SOLICITATION**

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the placed specified in block one (1), or if hand carried, in the depository located in block one (1) until

**CAUTION: LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.**

10. INFORMATION	<b>A. NAME:</b>	B. TELEPHONE NUMBER:	C. E-MAIL ADDRESS:
-----------------	-----------------	----------------------	--------------------

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART 1 – The Schedule</b>				<b>PART II – Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24-32
X	B	Supplies/Services and Price/Costs	2-7	<b>PART III – List of Documents, Exhibits and Other Attach</b>			
X	C	Description/Specs/Work Statement	8-14	X	J	List of Attachments	33
X	D	Packaging and Marking	15	<b>PART IV – Representations and Instructions</b>			
X	E	Inspection and Acceptance	16	X	K	Representations, Certifications and other Statements of Offerors	34-39
X	F	Deliveries or Performance	17-18	X	L	Instrs. Conds., & Notices to Offerors	40-46
X	G	Contract Administration	19-21	X	M	Evaluation Factors for Award	47-54
X	H	Special Contract Requirements	22-23				

**OFFER (TO BE COMPLETED BY OFFEROR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within \_\_\_\_\_ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the CFSA under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledge receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO:		DATE:
14. NAME AND ADDRESS OF OFFEROR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)		
14A. TELEPHONE NUMBER:			15A. SIGNATURE:		15B. OFFER DATE:
AREA CODE:	NUMBER:	EXT:			

**AWARD (To be completed by the CFSA)**

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT)		19. CONTRACTING OFFICER SIGNATURE:	
		20. AWARD DATE:	

IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE











## **SECTION B**

### **SUPPLIES OR SERVICES AND PRICE/COST**

#### **B.1 SUPPLIES OR SERVICES**

The District of Columbia, Child and Family Services Agency (“CFSA”), is issuing this Request for Proposals (RFP) to solicit proposals from qualified offerors firms to provide provide shuttle transportation services to accommodate the Child and Family Services Agency (CFSA) staff and those doing business with CFSA, who require round-trip and/or one-way transportation services to and from CFSA offices: 400 6<sup>th</sup> Street, S.W. and 955 L’Enfant Plaza, S.W.; the off-site parking lot at 501 South Capitol Street, S.W.; and D.C. Superior Court at 500 Indiana Avenue, N.W., from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding District government holidays.

CFSA shall award one contract as a result of this RFP.

#### **B.2 PRICE/COST**

This is a fixed price contract.

The Contractor shall be compensated based on the prices for the one-year base year period and the four (4) one-year option periods as shown on Schedule B – The Schedule for the provision of shuttle transportation services.

## **SECTION C**

### **DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1      Background**

The Child and Family Services Agency is staffed with nearly three hundred (300) employees whose efforts are geared toward providing services for the children in care. Some of these employees park their cars at an off-site parking lot, which is nearly two (2) miles from one of the CFSA facilities where some of these employees work.

As a result of negotiations between CFSA and the parking company, CFSA has secured about 75 slots for the employees to park their cars, at prices that are less than 50 percent in the amount at other parking lots surrounding the CFSA offices where the employees work. Although the prices are affordable, the off-site parking lot is located about 2 miles from the CFSA facilities.

In order to accommodate the employees by reducing the time it would take for them to walk from the off-site parking lot to their offices, CFSA has in the past contracted with a shuttle bus service company to provide transportation for the employees to and from the off-site parking lot to the CFSA offices. In addition, CFSA will make available shuttle transportation services for persons who do business with CFSA.

#### **C.2      SCOPE OF WORK**

##### **C.2.1      GENERAL REQUIREMENTS**

The Contractor shall provide shuttle transportation services to accommodate CFSA staff and those doing business with CFSA, who require round-trip and/or one-way transportation to and from CFSA offices and the D.C Superior Court.

#### **C.3      TARGET POPULATION**

The Contractor shall provide transportation services to CFSA employees and those doing business with CFSA.

#### **C.4      LOCATION OF SERVICES**

C.4.1      The Contractor shall provide shuttle transportation services to and from the CFSA Offices at 955 L'Enfant Plaza, S.W. and 400 6<sup>th</sup> Street, S.W. and the D.C. Superior Court at 500 Indiana Avenue, N.W. However, the Contractor shall provide shuttle transportation primarily to and from the CFSA office at 400 6<sup>th</sup> Street and the D.C. Superior Court, as noted in the attached Shuttle Bus Schedule.



- C.4.2 The Contractor shall operate services, including dispatcher services from its main office.

**C.5 SPECIFIC REQUIREMENTS**

- C.5.1 The Contractor shall provide all equipment, insurance, personnel, licenses, franchises, supervision, maintenance, fuel and operating supplies required to perform shuttle transportation services.
- C.5.2 The Contractor shall possess, at contract initiation and during the term of the contract, the driver's CDL license, Washington Metropolitan Area Transit Commission Certificate of Authority, licenses or permits required by the D.C. Department of Motor Vehicles and the Contractor shall comply with all Federal, State, District or municipal requirements at all times during the contract period.
- C.5.3 The Contractor shall provide shuttle transportation services to accommodate the Child and Family Services Agency (CFSA) staff and those doing business with CFSA, who require round-trip and/or one-way transportation services to and from CFSA offices: 400 6<sup>th</sup> Street, S.W. and 955 L'Enfant Plaza, S.W.; the off-site parking lot at 501 South Capitol Street, S.W.; and D.C. Superior Court at 500 Indiana Avenue, N.W., from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding national holidays observed the District of Columbia.

The national holidays observed by the District include:

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday Observance Day
- George Washington's Birthday Observance Day (President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

- C.5.8 The Contractor shall provide a one-shift work crew with a shuttle vehicle which shall have a minimum twenty-five (25) seating capacity or the equivalent combination of two (2) shuttle vehicles for twenty-two (22) passengers in total and separate drivers for each shuttle vehicle. In addition, the one-shift work crew shall have a backup shuttle which shall have a minimum twenty-five (25) seating capacity or the equivalent combination of two (2) shuttle vehicles for twenty-two (22) passengers in total and separate drivers for each shuttle vehicle.

The shift shall include one (1) Supervisor/Dispatcher, one (1) CDL Driver and one (1) Backup Driver.

- C.5.9 The Contractor shall provide a Dispatcher who shall dispatch and communicate with CFSA.
- C.5.10 The Contractor shall provide a maintenance supervisor who shall ensure that the drivers comply in the performance of pre- and post-trip inspections and shall ensure that the scheduled maintenance is performed in accordance with the U.S. Department of Transportation standards.
- E.5.11 The Contractor shall provide an Operations Manager who shall oversee the day-to-day operations of the work crew.
- E.5.12 The Contractor shall designate an employee to serve as Supervisor/Dispatcher who shall work with CFSA Supervisor of Fleet Services on a day-to-day basis. This employee shall possess proven supervisory and administrative abilities. Among other responsibilities, this person shall be responsible for the inspection of vehicles, monitoring driver performance, the discipline of drivers, and supporting drivers in their adhering to contract requirements.
- Temporary or permanent dismissal of an employee shall not relieve the Contractor of fulfilling its responsibilities under this contract.
- C.5.13 The Contractor shall ensure that breaks and lunchtime hours are covered by Contractor staff, because the shuttle services shall operate continuously from 7:00 a.m. to 6:00 p.m. to include, but not limited to, providing shuttle services for off-site parking and court appearances. Adhering to this schedule is critical to ensure that CFSA employees are in court on a timely basis.
- C.5.14 The Contractor shall provide assistance to persons being transported while entering and exiting the vehicle to ensure their safety.
- C.5.15 The Contractor shall ensure that all wheelchairs are securely fastened and immobilized and customers securely belted in.
- C.5.16 The Contractor's shuttle vehicles shall be available in inclement weather.
- C5.17 The Contracts and Procurement Administrator/Agency Chief Contracting Officer shall be empowered to modify the Contractor's schedule or revise the schedule in its entirety, provided that the modifications or revisions do not result in a change in other provisions of this contract.
- The Contractor shall promptly implement directives that have received written approval from the Contracts and Procurement Administrator/Agency Chief Contracting Officer to make minor modifications, additions and/or deletions to any portion of this contract's description of services, provided that the directives do not materially change the description of work. Before implementing any directive, the Contractor shall immediately advise CFSA in writing of any cost or schedule impact that may result from the directives.

## **C.6**      **SHUTTLE SCHEDULE**

- C.6.1      The Contractor shall adhere to the attached shuttle schedule. Subsequent needs shall be conveyed over the telephone and confirmed in writing within three (3) days of a requested changed.
- C.6.2      The Contractor may be required to provide transportation for non-routine driving trips that are not covered under the costing provisions of this contract for such trips, on weekends or at irregular hours. In these situations, the Contracts and Procurement Administrator/Agency Chief Contracting Officer and the Contractor shall negotiate a price for these trips on a case-by-case basis.
- C.6.4      Non-routine driving trips, that are not covered under the costing provisions of this contract, shall be negotiated on a case-by-case basis by the Contracts and Procurement Administrator/Agency Chief Contracting Officer and the Contractor.

## **C.7**      **STAFF REQUIREMENTS**

- C.7.1      The Contractor's employees shall be trained, fully qualified, free from communicable diseases, and physically able to perform their duties.
- C.7.2      The Contractor shall have written policies and procedures covering qualifications, training, drug testing and employee duties for staff, volunteers or interns. Employees shall have a minimum of a high school diploma or GED and pass a drug test prior to the offer of employment by the Contractor.
- C.7.3      The Contractor shall ensure that all direct and indirect staff, including consultants, do not have any prior criminal record of convictions for child abuse or molestation, sexual abuse and rape, or drug possession or distribution.
- C.7.4      The Contractor shall ensure that each employee who performs services under this contract shall have the following clearances:
- (1) police clearance from the state in which they have lived for the past five years;
  - (2) child protective registry clearance; and a
  - (3) criminal background check
- The Contractor shall submit this documentation to CFSA prior to contract award.
- C.7.5      The Contractor shall maintain records on each employee's suitability for performing the duties of driver. The records shall be maintained in the Contractor's main office and made available for inspection by the Contracts and Procurement Administrator/Agency Chief Contracting Officer or designee upon request, within 30 days after the date of contract award.

- C.7.6 The Contractor shall provide mandatory training for all of the Contractor's employees in the duties and responsibilities of their various jobs, transportation procedures and policies and the Contractor's additional mandatory training programs, specifically, training on time management, incident report writing, training and documentation, and customer service.
- C.7.8 Within 15 days of award of this contract, the Contractor's employees shall wear and display an identification badge/ name plate that displays the employee's name, weight, hair color, color of eyes, and the date the identification was issued.
- C.7.9 The Contractor shall ensure that drivers possess valid operator's permits for the type of vehicles they operate and shall not have been suspended to operate a vehicle within the previous three (3) years.
- C.7.10 The Contractor shall ensure that drivers have their operating credentials and licenses in their possession while the vehicle is being driven. Drivers shall obey all posted traffic signs. CFSA shall not be responsible for traffic tickets or other liabilities incurred as a result of driver negligence.
- C.7.11 The Contractor shall ensure that drivers are be responsible for assisting customers on and off the vehicle, for ensuring that wheelchairs are secured and customers are belted in, for handling on-vehicle disciplinary problems, for obtaining assistance for customers experiencing medical emergencies (such as epileptic seizures) and for providing supervision and assistance to customers.
- C.7.12 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. The Contractor shall take affirmative action to ensure that employees are treated fairly during employment, without regard race, creed, color, sex, age or national origin.
- C.7.13 The Contractor shall, in all solicitations or advertisements for employees placed on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment, without regard race, creed, color, sex, age or national origin.
- C.7.14 In the event of the Contractor's non-compliance with the non-discrimination clause of this contract, this contract may be canceled, in whole or in part, and the Contractor may be declared ineligible for further CFSA contracts.

## **C.8 Vehicle Requirements**

- C.8.1 The Contractor shall provide shuttle vehicles capable of transporting the numbers and types of customers set forth in this contract, which shall conform to Highway Safety Standards, and which shall have adequate heating and air conditioning. The vehicles shall operate smoothly, free from vibrations and noises.

- C.8.2 The Contractor shall provide a shuttle vehicle which shall have a minimum twenty-five (25) seating capacity or the equivalent combination of two (2) shuttle vehicles for twenty-two (22) passengers in total and separate drivers for each shuttle vehicle, equipped with two-way communications (cellular) to allow direct contact between the drivers, the dispatcher or the Supervisor for Fleet Management Services.
- C.8.3 The Contractor's shuttle vehicle(s) shall be equipped with wheelchair lifts or ramps as needed to meet customer requirements. All vehicles shall display the Contractor's company name and CFSA name on the vehicle. The Contractor's vehicle shall meet the Americans with Disabilities Act requirements at the contract initiation and during the term of this contract.
- C.8.4 The Contractor's shuttle vehicle(s) shall be equipped with:
- C.8.4.1 Operational lap and shoulder seat belts for passengers in the most forward seat, and lap-type belts for all other passengers.
  - C.8.4.2 Fire extinguishers approved by the Washington Metropolitan Area Transit Commission (WMATC Standards).
  - C.8.4.3 A first-aid kit of appropriate type and capacity (WMATC Standards).
  - C.8.4.4 "Fasten Seat Belt" and "No Smoking" signs in the interior.
  - C.8.4.5 Communication devices which facilitate communications between the driver, Supervisor/Dispatcher, and the CFSA Supervisor for Fleet Services.
  - C.8.4.6 A heating and cooling system of sufficient capacity and operability to maintain passenger comfort during periods of hot and cold weather.
- C.8.5 The Contractor shall adhere to the following inspection and maintenance of its vehicles/equipment:
- C.8.5.1 At its own expense, the Contractor shall ensure that each vehicle used in the performance of this contract is inspected by the D.C Department of Motor Vehicles for operational safety at contract initiation and during the term of this contract.
  - C.8.5.2 The Contractor shall bear full responsibility for the preventive and remedial maintenance of all vehicles. All vehicles shall be maintained in safe operating condition at all times.
  - C.8.5.3 The Contractor shall keep the exterior, windows and interior of all vehicles clean and litter-free at all times.
  - C.8.5.4 The Contractor shall maintain seat belts in operating order at all times.

- C.8.6 The Contractor shall have full responsibility for the storage of vehicles during non-duty hours.
- C.8.7 The Contractor shall establish and maintain a policy for the testing of drivers of commercial motor vehicles for the presence of controlled substances and alcohol. This policy shall include a procedure for testing drivers who have been involved in an accident.

**C.9 SHUTTLE EMERGENCIES**

The Contractor shall adhere to the following in case of Vehicle Emergency or Accident:

- C.9.1 If a driver experiences an emergency with the vehicle, such as a breakdown, the driver shall notify the Dispatcher immediately, who shall notify the Contracts Office immediately on (202) 724-7544 and the Facilities Office on (202) 409-1160. If the Dispatcher is unable to reach the Contracts Office, the Dispatcher shall contact CFSA on (202) 442-6000 or the Supervisor for Fleet Services on (202) 359-6086.
- C.9.2 If a driver experiences an emergency with the vehicle, such as an accident, the driver shall immediately – if physically able – call for medical assistance, notify the Police Department, and then call the Dispatcher. The Dispatcher shall contact the Supervisor for Fleet Services and provide the following information:
  - C.9.2.1 Description of and the extent of the accident/damage.
  - C.9.2.2 Time and location of the accident.
  - C.9.2.3 The names and severity of injured customers.
  - C.9.2.4 The name of the emergency service provider.
  - C.9.2.5 The hospital or location where customers were transported.
  - C.9.2.6 The disposition of uninjured customers.
- C.9.3 The Dispatcher shall provide each segment of the above information to the CFSA Supervisor of Fleet Services as soon as it is available, rather than waiting to present a comprehensive report.
- C.9.4 The Contractor shall submit an Unusual Incident Report to the CFSA Supervisor for Fleet Services within 24 hours of the accident.

**SECTION D**  
**PACKAGING AND MARKING**

- D.1** The packaging and marking requirements for the this contract shall be governed by clause number 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.
- D.2** The Contractor shall be responsible for all posting and mailing fees connected with the performance of this contract.

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1      INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be performed by the CFSA authorized representative who shall accept or reject the services within thirty (30) days after contract award.



## **SECTION F DELIVERIES OR PERFORMANCE**

### **F.1      CONTRACT TYPE AND PRICE**

This is a firm-fixed price contract, with progress payments based on the unit prices listed in Schedule B.

### **F.2      TERM OF CONTRACT**

The term of this contract shall have a one-year base year period with four (4) one-year option periods.

### **F.3      OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.3.1**      CFSA may extend the term of this contract for a period of one (1) year, or any fraction thereof, or multiple successive fraction thereof, by written notice to the Contractor before the expiration of the contract; provided that the CFSA give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the CFSA to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. The total duration of all options shall not exceed four (4) years. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3.2**      If CFSA exercises this option, the extended contract shall be considered to include this option provision.

### **F.4      CONTRACTOR PERFORMANCE**

The Contractor shall provide shuttle transportation services in accordance with the requirements of this contract. The shuttle services for CFSA employees and those doing business with CFSA shall be provided in a timely manner and in accordance to the Shuttle Bus Schedule.

### **F.5      REPORTS**

**F.5.1**      The Contractor shall report unusual incidents by facsimile or telephone to the CFSA Supervisor of Fleet Services within 24 hours, and in writing within five (5) days. An unusual incident is an event which affects staff (District employee or Contractor's staff) or customers which is significantly different from the regular routine or established procedures. Examples include, but are not limited to, death; injury; unexplained absence of a client from a residence or program; physical, sexual or verbal abuse of a customer by staff or other

customers; staff negligence; fire, theft, destruction of property, or sudden serious problems in the physical plant; complaints from families of customers; request for information from the press, attorneys, or Government officials outside the Child and Family Services Agency; and unusual client behavior requiring special attention.

F.5.2 The Contractor shall submit to the CFSA Supervisor for Fleet Services on a monthly basis a written summary of services, to include any problems encountered which adversely impacted the delivery of services and any suggestions to improve transportation services.

F.5.3 The Contractor shall submit to the CFSA Supervisor for Fleet Services on a monthly basis a written summary of the name and total number of customers transported, addresses where customers were picked up and transported to for services and the number of days each customer was transported during the month.

## **SECTION G CONTRACT ADMINISTRATION**

### **G.1      INVOICE SUBMITTAL**

- G.1.1      The Contractor shall submit proper invoices on a monthly basis or as other wise specified in this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) The address of the CFO is:

**Chief Financial Officer  
Child & Family Services Agency  
400 Sixth Street, SW, 2<sup>nd</sup> Floor  
Washington, DC 20024**

- G.1.2      To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.1.2.1      Contractor's name and signature, address, telephone number, contract number and Federal tax identification number.
- G.1.2.2      Invoice date, description of services, dates that the services were actually delivered and/or performed and other supportive receipts, documentation or information as required by the Contracts and Procurement Administrator/Agency Chief Contracting Officer.
- G.1.2.3      Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be delivered.
- G.1.2.4      Name, title, telephone number and complete mailing address of the person to be notified in the event of a defective invoice.

### **G.3      ASSIGNMENTS**

- G.3.1      In accordance with 27 DCMR Section 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.3.2      Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

- G.3.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

**Pursuant to the instrument of assignment dated \_\_\_\_\_, payment of this invoice to \_\_\_\_\_.**  
(name and address of assignee)

**G.4 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District of Columbia only by the Contracting Officer. The address and telephone number of the Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB  
Acting Contracts and Procurement Administrator  
Agency Chief Contracting Officer  
Government of the District of Columbia  
Child and Family Services Agency  
955 L'Enfant Plaza North, SW – Suite 5200  
Washington, DC 20024  
(202) 724-7415

**G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.5.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.5.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.5.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.6.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The contract information for the COTR shall be identified by CFSA upon the commencement of the contract.

The COTR shall identify any occurrences where liquidated damages are to be considered for assessment against the Contractor and provide that information to the Contracting Officer.

G.6.2 It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

G.6.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1      KEY PERSONNEL**

There shall be no substitutions of the Key Personnel without prior written approval of the CFSA Transportation Coordinator. The CFSA Supervisor for Fleet Services shall approve all key personnel proposed by the Contractor to work under this contract, prior to the individual beginning work.

### **H.2      DISMISSAL OF EMPLOYEES**

The Acting Contracts and Procurement Administrator/Agency Chief Contracting Officer shall recommend in writing the dismissal of employees for cause. An employee in this status shall be relieved of his/her performing duties immediately while the matter is under fact-finding by the Contractor. The employee shall have the right to review the charges against him/her and to provide a response or be represented by legal counsel. The failure of the Acting Contracts and Procurement Administrator/Agency Chief Contracting Officer and the Contractor to agree to a dismissal shall constitute a dispute that shall be governed by the Disputes Clause of the Standard Contract Provisions, and shall be referred to the Acting Contracts and Procurement Administrator/Agency Chief Contracting Officer Contracting Officer for resolution. Nothing in this provision shall act as a bar to other rights afforded employees pursuant to statutes or regulations.

### **H.3      PERFORMANCE BOND**

For the term of the contract, including option years, the Contractor shall provide a performance bond. The amount of the performance bond shall be equal to 20 percent of the total amount of the contract.

The Contractor shall enclose a letter of commitment from a bonding company for the performance bond with its proposal. The performance bond shall be submitted to CFSA prior to its notice of intent to award a contract.

### **H.4      LIQUIDATED DAMAGES**

CFSA shall assess liquidated damages in an amount of \$150.00 per day against the Contractor for failure to perform the tasks required in this contract. The Contractor shall be liable for liquidated damages accruing until the time the District is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total

cost differences between their Contract and the new Contract awarded by CFSA to the replacement Contractor.

**H.54**

**GOVERNING LAW**

This contract is governed by the laws of the District of Columbia, the rules and regulations of the Child and Family Services Agency, and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

## **SECTION I CONTRACT CLAUSES**

### **I.1      AUDITS, RECORDS, AND RECORD RETENTION**

- I.1.1      At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- I.1.2      The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- I.1.3      The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.1.4      The Contractor shall assure that these records shall be available at all reasonable times to inspection, review, or audit by Federal, and District agencies, or other personnel duly authorized by the Contracting Officer.
- I.1.5      Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.1.6      The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

### **I.2      PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.



### **I.3 CONFLICT OF INTEREST**

I.3.1 No official or employee of the District of Columbia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code § 2-310.01 and Chapter 18 of the DC Personnel Regulations).

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

### **I.4 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003, the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

### **I.5 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

### **I.6 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

The Contractor shall sign a Confidentiality Agreement and shall abide by the information and security documents regarding the children and families in CFSA's care.

### **I.7 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

## **I.8 RESTRICTION ON DISCLOSURE AND USE OF DATA**

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

### **1.8.1 Mark the title page with the following legend:**

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

### **1.8.2 Mark each sheet of data it wishes to restrict with the following legend:**

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **I.9 RIGHTS IN DATA**

### **1.9.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.**

### **1.9.2 (a) The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.**

(b) Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.9.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.9.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.9.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.9.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.9.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.9.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.9.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

I.9.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.9.7 The restricted rights set forth in section I.9.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

**Use, duplication, or disclosure is subject to restrictions stated in  
Contract No. \_\_\_\_\_**

**With \_\_\_\_\_ (Contractor's Name) and**

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.9.8 In addition to the rights granted in Section I.9.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.9.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.9.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.9 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontract data or computer software which is required for the District.

I.9.10 For all computer software furnished to the District with the rights specified in Section I.9.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.9.5. For all computer software furnished to the District with the restricted rights specified in Section I.9.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a

single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.9.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.9.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.9.13 Paragraphs I.9.6, I.9.7, I.9.8, I.9.11 and I.9.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

#### **I.10 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

#### **I.11 FIRST SOURCE EMPLOYMENT AGREEMENT**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement, Attachment J-4 executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods, if any.

#### **I.12 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.13 CONTINUITY OF SERVICES**

**I.13.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and shall be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1** Furnish phase-out, phase-in (transition) training; and

**I.13.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

## **I.14 INSURANCE**

The Contractor shall procure and maintain, at its own cost and expense, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in the jurisdiction where operations are to be performed. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled or nonrenewed. If the insurance provided is not in compliance with all the requirements herein, The District maintains the right to stop work until proper evidence is provided.

Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB  
Contracts and Procurement Administrator  
Agency Chief Contracting Officer  
Government of the District of Columbia  
Child and Family Services Agency  
955 L'Enfant Plaza North, SW Suite 5200  
Washington, D.C. 20024

## **I.14.1 WORKERS' COMPENSATION**

A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work will be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/ accident, \$100,000/ disease, \$500,000/disease policy limit shall be included.

#### **I.14.2      COMMERCIAL GENERAL LIABILITY INSURANCE**

A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this contract. Products-completed operations, independent contractors, and contractual liability coverage are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment will be brought onto the job site, the policy shall be endorsed to provide coverage for sudden and accidental pollution. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy, or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

#### **I.14.3      AUTOMOBILE LIABILITY INSURANCE**

A policy issued to and covering the liability of the Contractor arising out of the use of all owned, non-owned, hired, rented or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under the Contractor's Commercial General Liability Insurance. The policy shall designate the District as an additional insured with respect to operations to be performed in connection with this contract. Coverage under this policy, or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.

#### **I.14.4      The insurance policies required by this section shall contain the following endorsement:**

"It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy unless the insurer provides the contacting entity, licensing agency, and the Office of the City Administrator with written notice of an intent to take such action at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action." The insurer shall serve notice to the following persons by certified mail, return receipt requested:

Samuel J. Feinberg, CPPO, CPPB  
Contracts and Procurement Administrator  
Agency Chief Contracting Officer  
Government of the District of Columbia  
Child and Family Services Agency  
955 L'Enfant Plaza, SW  
North Building, Suite 5200  
Washington, DC 20024

Office of the City Administrator  
Attention Risk Management Officer  
441 4th Street, NW  
Suite 800S  
Washington, DC 20001

- I.14.5** Contractors shall provide copies of the policies for any or all of the insurance required by this section to the contracting entity and licensing agency upon written request.

**I.15** **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J-6. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.



## **SECTION J LIST OF ATTACHMENTS**

The following document is attached, and incorporated by reference into the RFP and will become incorporated into any resulting contract:

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated April 2003

The following documents are attached and incorporated by reference into the RFP, and must be completed and returned with the Offerors' proposal:

- J.2** Department of Employment Services Tax Certification Affidavit
- J.3** Office of Tax and Revenue Tax Certification Affidavit
- J.4** First Source Employment Agreement
- J.5** LSDBE Certification Package
- J.6** EEO Compliance Documents
- J.7** Cost/Price Disclosure Certification Form
- J.8** Budget Instructions and Budget Package
- J.9** Sample Invoice (to be provided at a later date)
- J.10** Shuttle Bus Schedule

The following documents are incorporated by reference in the RFP and shall become incorporated into any resulted contract:

- J.11** LaShawn A. v. Williams Implementation Plan, approved on May 15, 2003.

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1      TAX CERTIFICATION**

The offeror shall submit with its offer, a sworn Tax Certification Affidavit for the Department of Employment Services (Attachment J.2) and for the Office of Tax and Revenue (Attachment J.3).

**K.2      AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

---

---

---

**K.3      TYPE OF BUSINESS ORGANIZATION**

The offeror, by checking the applicable box, represents that

(      (a)      It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ an individual, \_\_\_\_\_ a partnership, \_\_\_\_\_ a nonprofit organization, or  
\_\_\_\_\_ a joint venture; or

(b)      If the offeror is a foreign entity, it operates as:

\_\_\_\_\_ an individual, \_\_\_\_\_ a joint venture, or \_\_\_\_\_ a corporation registered  
for business in \_\_\_\_\_  
(Country)

**K.4      EMPLOYMENT AGREEMENT**

The offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the offeror will use DOES as the first source for recruitment and referral of any new employees. The offeror shall negotiate the First Source Employment Agreement directly

with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the offeror to hire or train persons it does not consider qualified based on standards the offeror applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### K.5

##### **CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

The Office of Human Rights' regulations, Chapter 11, " Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) is included as a part of this solicitation and requires the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

#### K.6

##### **WALSH-HEALY ACT**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healy Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

##### K.6.1

All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

K.6.2 All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

K.6.3 Regular Dealer

\_\_\_\_\_ The offeror is a Regular Dealer.

\_\_\_\_\_ The Offeror is not a Regular Dealer.

K.6.4 Manufacturer

\_\_\_\_\_ The offeror is a Manufacturer.

\_\_\_\_\_ The offeror is not a Manufacturer.

**K.7 BUY AMERICAN CERTIFICATION**

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

\_\_\_\_\_  
\_\_\_\_\_

**K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the offeror is considered to be a certification by the signatory in accordance with D.C. Official Code §2-3-3.16 that:
  - (1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit a Contract, or
    - (iii) the methods or factors used to calculate the prices in the Contract;
  - (2) The prices in this Contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract opening unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

- (1) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.10      FINANCIAL CAPABILITY**

The offeror shall submit with its proposal audited and certified or compiled financial statements for the last three years (2001, 2002, 2003) prepared in accordance with generally accepted accounting principles.

**K.11      PERFORMANCE BOND**

The offeror shall enclose a letter of commitment from a bonding company for the performance bond with its proposal.

**K.12      REFERENCES**

The offeror shall submit with its proposal a minimum of three (3) references for the past three years (2001, 2002, 2003).

**K.13      KEY PERSONNEL**

Key personnel positions are supervisor/dispatcher, driver, maintenance supervisor and operations manager.

The offeror shall submit evidence that staff have police clearances, child protective registry clearances, criminal background checks, and a copy of the driving record for the past 5 year period. The offeror shall submit this information along with the driver license for each employee who shall serve as a drive for shuttle transportation services prior to contract award.

**K.15      LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

K.15.1      Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

K.15.2      District of Columbia registration or certification, if required by law to obtain such license. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

K.15.3      If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

K.15.4      The District reserves the right to request additional information regarding the offeror's organizational status.

## **K.16      STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- K.16.1      Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- K.16.2      Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- K.16.3      Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- K.16.4      Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- K.16.5      Furnish evidence of a satisfactory performance record, and satisfactory record of integrity and business ethics.
- K.16.6      Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- K.16.7      If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

#### **L.1      CONTRACT AWARD**

The District intends to award one (1) contract as a result of this solicitation to the responsible, responsive offeror whose offer conforms to the solicitation and is evaluated to be the best value to the District considering price, technical and other factors, specified elsewhere in this solicitation.

The District may award the contract on the basis of initial offers received without discussions. Therefore, each initial proposal should contain the offeror's best terms from a standpoint of price, technical and other factors.

#### **L.2      PREPARATION, AND SUBMISSION OF PROPOSALS**

Proposals shall be prepared in accordance with instructions set out below, with a clear and concise description of the offerors capabilities to satisfy the requirements in all sections of the RFP. All pages must be numbered. The offeror must respond to all points that require a response. An offeror's proposal may be rejected if it fails to respond adequately to the RFP requirements

Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. *Telephonic and telegraphic proposals will not be accepted.* Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Request for Proposals No. CFSA-04-R-0013.

The offeror shall submit its responses to this RFP in two parts:

- a)      Part 1: Technical Proposal
- b)      Part 2: Price Proposal

Under separate covers, offerors shall submit one (1) original and five (5) copies of the technical proposal and one (1) original and five (5) copies of the price proposal.

In addition, offerors shall sign with an original signature all documents to be submitted in Section K or other attachments to the RFP.

All submissions shall be clearly marked "Technical Proposal" and Section L or other attachments and be placed in the sealed conspicuously marked envelope. Proposals signed by an Officer must be accompanied by evidence of the Officer's authority to submit the proposal. By signing Solicitation Offer/Award Form, the Officer represents that he/she is authorized to submit an offer.



### **L.3 TECHNICAL PROPOSAL REQUIREMENTS**

The offeror shall include the following components in Part 1: Technical Proposal:

#### **L.3.1 MANAGEMENT APPROACH**

The offeror shall provide information on its management approach in the provisions of Shuttle Transportation services. This shall include the supervision of key personnel, including dispatcher, escort aide, driver, and other staff who shall perform services under this contract.

#### **L.3.2 EXPERIENCE OF OFFEROR**

The offeror shall provide an overview of the firm's qualifications, particularly as related to the requirements. Preference shall be given to offerors with successful experience in providing shuttle transportation services.

#### **L.3.3 PAST PERFORMANCE**

The offeror shall provide information detailing past performance evaluations it has received over the past three years.

### **L.4 PRICE PROPOSAL REQUIREMENTS**

The offeror shall include the following components in Part 2: Price Proposal:

The offeror shall provide its unit price and total price for shuttle transportation services on Schedule B – The Pricing Schedule.

In addition, the offeror shall provide Certified Cost and Pricing Data by completing the package attached as Attachment J-7. Cost and Pricing Data encompasses all facts of the time or price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost and pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future cost or projections, they do include the data forming the basis for that judgment. Cost and pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include factors such as vendor quotations; nonrecurring costs; information on changes in production methods or purchasing volume; data supporting projections of business prospects and objectives and related operational costs; and unit cost trends, such as those associated with labor efficiency, make-or-buy decisions, estimated resources to attain business goals, and information on management decisions that could have a significant bearing on cost.

**L.5 PROPOSAL SUBMISSION DATE AND TIME**

Proposals must be submitted no later than 12:00 noon on September 20, 2004

**L.6 WITHDRAWALS OR MODIFICATIONS TO PROPOSALS**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, prior to the date and time set for submission of proposals.

**L.7 LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposals;

The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

The proposal is the only proposal received.

Otherwise, a late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.8 LATE MODIFICATIONS TO A SUCCESSFUL PROPOSAL**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.9 POSTMARKS**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late

unless the offeror can furnish evidence from the postal authorities of timely mailing.

**L.10      HAND DELIVERY OR MAILING OR PROPOSALS**

**Proposals must be delivered or mailed to:**

Samuel J. Feinberg, CPPO, CPPB  
Contracts and Procurement Administrator  
Agency Chief Contracting Officer  
955 L'Enfant Plaza North, SW, Suite 5200  
Washington, D. C. 20024  
**(202) 724-5300 (main number)**

**L.11      QUESTIONS AND EXPLANATIONS TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question(s) in writing to the Contact Person, identified on page one, in writing. The prospective offeror shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of the proposal. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.12      FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Agency Chief Contracting Officer, Child and Family Services Agency, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Child and Family Services Agency of the reason for not submitting a proposal in response to this Solicitation. If a recipient does not submit an offer and does not notify the Agency Chief Contracting Officer, Child and Family Services Agency that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.13      PROPOSAL PROTESTS**

Any actual or prospective offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which

do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW, Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.14      SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.15      UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.16      RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

**L.17      PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors' in submitting proposals in response to this solicitation.

**L.18      ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on page 1 of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.19      ACCEPTANCE PERIOD**

The offeror agrees that its offer remains valid for a period of 180 days from the solicitation's closing date.

**L.20****PRE-PROPOSAL CONFERENCE**

There shall be a **optional** Pre-Proposal Conference to be **held on** September 1, 2004 for all interested parties. The location and time for the Pre-Proposal Conference shall be as follows:

**Location: 955 D Street, SW – L’Enfant Plaza, 5<sup>th</sup> Floor Conference**  
**Date: September 1, 2004**  
**Time: 11:00 am**

Nature of Discussions: All technical and procedural questions submitted in compliance with the requirements of the RFP shall be addressed at the conference. Additional questions, which may be posted at the conference, shall be accepted, and CFSA will attempt to provide written answers by written amendment to the RFP. Offerors are cautioned that oral responses are not binding on CFSA.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the Pre-Proposal Conference are only intended for general discussion and do not represent the District's final position. All oral questions shall be submitted in writing following the close of the Pre-Proposal Conference but no later than five business days after the Pre-Proposal Conference in order to generate an official answer. Official answers shall be provided in writing to all prospective offerors who are listed on the official offeror's list as having received a copy of the solicitation.

**L.21****BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written Best And Final Offers at the designated date and time. Best And Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of Best And Final Offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the Best And Final Offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for Best And Final Offers to all offerors still within the competitive range.

**L.22****FAMILIARIZATION WITH CONDITIONS**

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the

difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **SECTION M EVALUATION FACTORS**

### **M.1      EVALUATION CRITERIA FOR AWARD**

The contract shall be awarded to the responsive, responsible and qualified offeror whose offer represents the “best value” for the District, based upon the evaluation criteria specified below.

“Best value” means that the proposed services fully satisfy the requirements outlined in Section C of the RFP, and offer a competitive price from a cost point of view.

While the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award, rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

The District may award a contract on the basis of initial offers received without discussions. Therefore, each initial proposal should contain the offeror’s terms from a standpoint of price, technical and other factors.

### **M.2      EVALUATION CRITERIA**

Selection of an offeror for contract award will be based on an evaluation of proposals against the following factors:

<u>Criteria</u>	<u>Maximum Points</u>
<b>Technical Proposal</b>	<b>70</b>
• Management Approach	25
• Experience of Offeror	25
• Past Performance	20
<b>Price Proposal</b>	<b>30</b>
<b><u>Total Points</u></b>	<b><u>100</u></b>

#### **M.2.1      PRICE CRITERIA      (30 Points)**

The price evaluation shall be objective. The offeror with the lowest price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

Sum of the unit prices for the base period and all option year  
of the lowest priced offeror

$$\frac{\text{Sum of the unit prices for the base period and all option years of the offeror being evaluated}}{\text{Score}} \times 30 = \text{Evaluated Price}$$

CFSA shall evaluate option pricing equally as base year pricing for this RFP since it is anticipated that CFSA will exercise all of the options.

In addition, CFSA will determine responsibility after it completes the evaluation of the proposals but before it awards the contract.

### **M.3.1 GENERAL PREFERENCES**

**M.3.2** Under the provisions of D.C. Law 13-169, “Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000” (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

**M.3.3** For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

**M.3.4** Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).

**M.3.5** Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.



**M.3.6** Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

**M.3.7** Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of four points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

**M.4** **PREFERENCES FOR SUBCONTRACTING IN OPEN MARKET SOLICITATIONS WITH NO LBE, DBE, RBO SUBCONTRACTING SET-ASIDE**

**M.4.1** The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE , RBO or business located in an enterprise zone, for participation in the joint venture.

**M.3.2** **For Example:**

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded During Evaluation for LBE Subcontracting}$$

\*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that difference preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

**M.4 PREFERENCES FOR OPEN MARKET SOLICITATIONS WITH LBE, DBE or RBO SUBCONTRACTING SET ASIDE**

**M.4.1** If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

**M.4.2** The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

**M.5** Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownership.

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it was a certified LBE, DBE or RBO.

**M.6**                    **PREFERENCES FOR JOINT VENTURES INCLUDING BUSINESSES LOCATED IN AN ENTERPRISE ZONE**

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

**M.7**                    **VENDOR SUBMISSION FOR PREFERENCES**

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- (a) Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:
  - (1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
  - (2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- (b) Evidence that the vendor or any subcontractor is located in an enterprise zone.
- (c) In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

**ATTACHMENT J.5 CONTAINS THE SELF-CERTIFICATION PACKAGE**

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.8 PENALTIES FOR MISREPRESENTATION**

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

**M.9 LOCAL, SMALL, AND DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTING**

When a prime contractor is certified by the Local Business Opportunity Commission (LBOC) as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownership, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

**M.10 CLAUSE APPLICABLE ONLY TO OPEN MARKET SOLICITATIONS WITH LBE, DBE, OR RBO SUBCONTRACTING SET-ASIDE**

Under the provisions of 27 DCMR 801.2(b), 39 DCR 5571 (July 24, 1992), \_\_\_\_\_% of the total dollar value of this contract has been set-aside for performance through subcontracting with local business enterprises, disadvantaged business enterprises, or resident business ownership. Any prime contractor responding to this solicitation shall submit with its bid or proposal a notarized statement detailing its subcontracting plan (See Clause M-11.1, Subcontracting Plan and Clause M-12, Liquidated Damages). Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer.

**M.11 CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS IN WHICH THERE WILL BE LBE, DBE, OR RBO SUBCONTRACTING OR SUBCONTRACTING WITH A BUSINESS LOCATED IN AN ENTERPRISE ZONE**

**1. Subcontracting Plan**

A notarized statement detailing a subcontracting plan shall be submitted, as part of the bid or proposal, by any prime Contractor seeking a preference on the basis of proposed subcontracting a with local business enterprise (LBE), disadvantaged business enterprise (DBE), resident business ownership (RBO) or business located in an enterprise zone; and by any prime contractor

responding to a solicitation in which there is a LBE, DBE, or RBO subcontracting set-aside. Each subcontracting plan shall include the following:

A description of the goods and services to be provided by the LBE, DBE, or RBO or business located in an enterprise zone;

If the prime contractor is seeking a preference on the basis of proposed subcontracting with a LBE, DBE, RBO, or a business located in an enterprise zone, a statement of the dollar amount, by type of business enterprise, of the bid or proposal that is designated by the prime contractor for a LBE, DBE, RBO, or business located in an enterprise zone;

If the solicitation contains a LBE, DBE, or RBO subcontracting set-aside, a statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, or RBOs;

The names and addresses of all proposed subcontractors who are LBEs, DBEs, RBOs or businesses located in an enterprise zone;

The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, RBOs, or businesses located in an enterprise zone will have an equitable opportunity to compete for subcontracts;

In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and

A description of the prime Contractor's recent effort to locate LBEs, DBEs, RBOs, and businesses located in an enterprise zone and to award subcontracts to them.

**M.12**            **LIQUIDATED DAMAGES**

- M.12.1**        If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the contracting officer, the contractor shall pay to the District liquidated damages in the sum of (\$150.00), for each calendar day the contractor fails to comply with the subcontracting plan, unless the contracting officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.
- M.12.2**        Prior to assessing any liquidated damages under this provision, the contracting officer shall issue a written notice informing the contractor that it is not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the contracting officer shall provide the contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the contractor has used good faith efforts to comply with the subcontracting plan. If the contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.
- M.12.3**        If failure to comply with the subcontracting plan is such that the contracting officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods or services.